

THIS MORTGAGE, Made this 17th day of January, 1974,
by Richard S. Shuck and Betty J. Shuck, husband and wife, Mortgagee,
to HARROLD MALLORY AND CHRISTINE MALLORY, husband and wife, Mortgagee,

WITNESSETH, That said mortgagor, in consideration of Twenty Thousand and no/100 (\$20,000.00) Dollars, to him paid by said mortgagee, does hereby grant, bargain, sell and convey unto said mortgagee, his heirs, executors, administrators and assigns, that certain real property situated in Klamath County, State of Oregon, bounded and described as follows, to-wit:

SEE ATTACHED EXHIBIT "A"

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and which may hereafter thereto belong or appertain, and the rents, issues and profits therefrom, and any and all fixtures upon said premises at the time of the execution of this mortgage or at any time during the term of this mortgage.

TO HAVE AND TO HOLD the said premises with the appurtenances unto the said mortgagee, his heirs, executors, administrators and assigns forever.

This mortgage is intended to secure the payment of a promissory note, of which the following is a substantial copy:

\$ 20,000.00 KLAMATH FALLS, OREGON January 17, 1974
I (or if more than one maker) we, jointly and severally, promise to pay to the order of
HARROLD MALLORY and/or CHRISTINE MALLORY
at Klamath Falls, Oregon
Twenty Thousand no/100 Dollars (\$20,000.00) DOLLARS,
with interest thereon at the rate of 10 percent per annum from date until paid, payable in
monthly installments of not less than \$ 650 in any one payment; interest shall be paid monthly and
* is included in the minimum payments above required; the first payment to be made on the 18 day of February
1974, and a like payment on the 18th day of each month thereafter, until the whole sum, principal and
interest has been paid; if any of said installments is not so paid, all principal and interest to become immediately due and collectible at the
option of the holder of this note. If this note is placed in the hands of an attorney for collection, I/we promise and agree to pay holder's
reasonable attorney's fees and collection costs, even though no suit or action is filed hereon; however, if a suit or an action is filed, the
amount of such reasonable attorney's fees shall be fixed by the court, or courts in which the suit or action, including any appeal therein,
is tried, heard or decided.
* Strike words not applicable.

Richard S. Shuck
Betty J. Shuck

FORM No. 217--INSTALLMENT NOTE.

SN Stevens-Ness Law Publishing Co., Portland, Ore.

(b) for an organization, (even if mortgagor is a natural person) are for business or commercial purposes other than agricultural purposes.

This mortgage is inferior, secondary and made subject to a prior mortgage on the above described real estate made by
SEE ATTACHED SCHEDULE "A"

dated 1974, and recorded in the mortgage records of the above named county in book , at page
thereof, or as filing fee number (indicate which), reference to said mortgage records hereby being made; the said
first mortgage was given to secure a note for the principal sum of \$; the unpaid principal balance thereof on the
date of the execution of this instrument is \$ and no more; interest thereon is paid to 19 ;
said prior mortgage and the obligations secured thereby hereinafter, for brevity, are called simply "first mortgage".

The mortgagor covenants to and with the mortgage, his heirs, executors, administrators and assigns, that he is lawfully seized
in fee simple of said premises; that the same are free from all encumbrances except said first mortgage and further except

and that he will warrant and forever defend the same against all persons; further, that he will do and perform all things required of
him and pay all obligations due or to become due under the terms of said first mortgage as well as the note secured hereby, principal
and interest, according to the terms thereof; that while any part of the note secured hereby remains unpaid he will pay all taxes, assess-
ments and other charges of every nature which may be levied or assessed against said property, or this mortgage or the note secured
hereby, when due and payable and before the same become delinquent; that he will promptly pay and satisfy any and all liens or
encumbrances that are or may become liens on the premises or any part thereof superior to the lien of this mortgage; that he will keep
the buildings now on or which hereafter may be erected on the said premises continuously insured against loss or damage by fire

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and such other hazards as the mortgagee may from time to time require, in an amount not less than \$ _____ in a company or companies acceptable to the mortgagee herein, with loss payable, first to the holder of the said first mortgage; second, to the mortgagee named herein and then to the mortgagor as their respective interests may appear; all policies of insurance shall be delivered to the holder of the said first mortgage as soon as insured and a certificate of insurance executed by the company in which said insurance is written, showing the amount of said coverage, shall be delivered to the mortgagee named in this instrument. Now if the mortgagor shall fail for any reason to procure any such insurance and to deliver said policies as aforesaid at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, the mortgagee may procure the same at mortgagor's expense; that the mortgagor will keep the buildings and improvements on said premises in good repair and will not commit or suffer any waste of said premises. In the event any personal property is part of the security for this mortgage, then at the request of the mortgagee, the mortgagor shall join with the mortgagee in executing one or more financing statements pursuant to the Uniform Commercial Code, the form satisfactory to the mortgagee, and will pay for filing the same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the mortgagee.

Now, therefore, it said mortgagor shall keep and perform the covenants herein contained and shall pay all obligations secured by said first mortgage as well as the note secured hereby according to its terms, this conveyance shall be void, but otherwise shall remain in full force as a mortgage to secure the performance of all of said covenants and the payments of the note secured hereby; it being agreed that a failure to perform any covenant herein, or if a proceeding of any kind be taken to foreclose any lien on said premises or any part thereof, the mortgagee shall have the option to declare the whole amount unpaid on said note or on this mortgage at once due and payable, and this mortgage may be foreclosed at any time thereafter. And if the mortgagor shall fail to pay any taxes or charges or any lien, encumbrance or insurance premium as above provided for, or fail to do or perform anything required of him by said first mortgage, the mortgagee herein, at his option, shall have the right to make such payments and to do and perform the acts required of the mortgagor under said first mortgage; and any payment so made, together with the cost of such performance shall be added to and become a part of the debt secured by this mortgage, and shall bear interest at the same rate as the note secured hereby without waiver, however, of any right arising to the mortgagee for breach of covenant. And this mortgage may be foreclosed for principal, interest and all sums paid by the mortgagee at any time while the mortgagor neglects to repay any sums so paid by the mortgagee. In the event of any suit or action being instituted to foreclose this mortgage, the mortgagor agrees to pay all reasonable costs incurred by the mortgagee for title reports and title search, all statutory costs and disbursements and such further sum as the trial court may adjudge reasonable as plaintiff's attorney's fees in such suit or action, and if an appeal is taken from any judgment or decree entered therein, mortgagor further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal, all such sums to be secured by the lien of this mortgage and included in the decree of foreclosure.

Each and all of the covenants and agreements herein contained shall apply to and bind the heirs, executors, administrators and assigns of said mortgagor and of said mortgagee respectively. In case suit or action is commenced to foreclose this mortgage, the Court may, upon motion of the mortgagee, appoint a receiver to collect the rents and profits arising out of said premises during the pendency of such foreclosure, and apply the same, after first deducting all of said receiver's proper charges and expenses, to the payment of the amount due under this mortgage. In construing this mortgage, it is understood that the mortgagor or mortgagee may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

SEE ATTACHED SCHEDULE "B", which by this reference is included in and made a part hereof.

IN WITNESS WHEREOF, said mortgagor has hereunto set his hand the day and year first above written.

Richard S. Shuck
Betty J. Shuck

*IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable. If warranty (a) is applicable and if the mortgagee is a creditor, as such word is defined in the Truth-in-Lending Act and Regulation Z, the mortgagee MUST comply with the Act and Regulation by making required disclosures; for this purpose, use Stevens-Ness Form No. 1306 or similar.

SECOND MORTGAGE

(FORM No. 925)

TO

STATE OF OREGON,

County of

I certify that the within instrument was received for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and recorded in book _____ on page _____, Record of Mortgages of said county or as filing fee No. _____.

Witness my hand and seal of county affixed.

Title.

By

Deputy

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

STATE OF OREGON,

County of Klamath ss.

BE IT REMEMBERED, That on this 17th day of January, 1974, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named RICHARD S. SHUCK and BETTY J. SHUCK, husband and wife,

known to me to be the identical individual s described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Janice E. Wheeler
Notary Public for Oregon.
My Commission expires _____
My Commission Expires August 5, 1977

Lot 11, Block 2 of First Addition to Sunset Village, Klamath County, Oregon
Subject to First Mortgage to Department of Veteran's Affairs, Balance due: \$29,000

The Southeasterly 40 Feet of Lot 9 and the Northwesterly 30 feet of Lot 10 in
Block 3 of FIRST ADDITION TO TONATEE HOMES, Klamath County, Oregon.
Subject to First Mortgage to Sherwood & Roberts, Inc., Balance due: \$14,985.00

The easterly 24 feet of Lot 36 and the Westerly 20 feet of Lot 35 in ROSELAWN
SUBDIVISION of Block 70 BUENA VISTA in the City of Klamath Falls, Klamath County,
Oregon

Subject to First Mortgage to Department of Veteran's Affairs, Balance due: \$7,750.00

The South Half of Lots 9 and 10 Block 85, KLAMATH ADDITION to the City of
Klamath Falls, Oregon, according to the official plat thereof on file in the office
of the County Clerk, Klamath County, Oregon.
Subject to First Mortgage to Equitable Savings & Loan Association, Balance due: \$17,420.00

Beginning at a point on the Northeasterly line of the Alameda, South 41°42'
East 40 feet from the point created by the intersection of the Southeasterly line
of Erie Street and the Northeasterly line of the Alameda; thence North 48°18'
East parallel to Erie Street, 100.4 feet; thence North 41°42' East parallel to the
Alameda, 36.0 feet; thence South 48°18' West parallel to Erie Street, 100.4 feet;
thence North 41°42' West along the Northeasterly line of the Alameda, 36.0 feet
to the Point of beginning, said parcel containing .083 acres, more or less, all
being a portion of Lots 7 and 8, Block 42, HOT SPRINGS ADDITION to the City of
Klamath Falls, Oregon, according to the official plat thereof on file in the
records of Klamath County, Oregon.

Beginning at a point created by the intersection of the Southeasterly line of
Erie Street and the Northeasterly line of Alameda, this point also being the
extreme West corner of Block 42, HOT SPRINGS ADDITION to the City of Klamath Falls,
Oregon; thence North 48°18' East along the Southeasterly line of Erie Street
100.4 feet; thence South 41°42' East parallel with the Alameda 40.0 feet; thence
South 48°18' West parallel to Erie Street, 100.4 feet; thence North 41°42' West
along the Northeasterly line of the Alameda 40 feet to the point of beginning,
parcel being a portion of Lot 7, Block 42, HOT SPRINGS ADDITION to the City of
Klamath Falls, Oregon, according to the duly recorded plat thereof on file in
the office of the County Clerk of Klamath County, Oregon.
The above parcel subject to a First Mortgage to Equitable Savings & Loan
Association, Balance due: \$14,890.00

The Southerly 118 feet of the West 75 feet of the E 1/2 of Lot 64 in Fair Acres
Subdivision, Klamath County Oregon
Subject to a First mortgage to Commerce Mortgage Co., Balance due: \$15,036.00

The North 80 feet of Lot 554 in Block 120 of MILLS ADDITION to the City of
Klamath Falls, according to the official plat thereof on file in the office of
the County Clerk of Klamath County, Oregon.
Subject to a First Mortgage to First Federal Savings & Loan Association,
Balance due: \$8,834.00

Lot 6, Block 1, BEL AIRE GARDENS, Klamath County, Oregon
Subject to a First Mortgage to United States National Bank of Oregon, Balance due:
\$18,180.00

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EXHIBIT B

IN WITNESS WHEREOF, DICK SHUCK'S TAX SERVICE, INC., pursuant to a resolution of its Board of Directors, duly and legally adopted, has caused these presents to be signed by its President, Richard S. Shuck, and its secretary, Bradley G. Shuck, and its corporate seal to be hereunto affixed this 17th day of January, 1974.

DICK SHUCK'S TAX SERVICE, INC.

By Richard S. Shuck
President

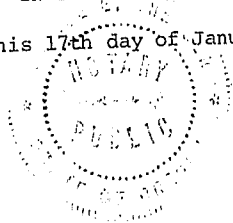
DICK SHUCK'S TAX SERVICE, INC.

By Bradley G. Shuck
Secretary

STATE OF OREGON)
) ss
County of Klamath)

On this 17th day of January, 1974, before me appeared Richard S. Shuck and Bradley G. Shuck, both to me personally known, who being duly sworn, did say that he, the said Richard S. Shuck is the President of Dick Shuck's Tax Service, Inc., and that he, the said Bradley G. Shuck is the Secretary of Dick Shuck's Tax Service, Inc., the within named Corporation, and that the seal affixed to the said instrument is the corporate seal of said Corporation, and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and Richard S. Shuck and Bradley G. Shuck acknowledged the said instrument to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this 17th day of January, 1974.



Annie E. Wheeler
Notary Public for Oregon
My Commission Expires:
My Commission Expires August 5, 1977

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of HARROLD MALLORY
this 17th day of JANUARY A. D., 19 74 at 3:09 o'clock P. M., and duly recorded in
Vol. M. 74 of MORTGAGES on Page 612

H. M. Mallory
3447 July 39
HJ.
FFE \$ 8.00

WM. D. MILNE, County Clerk
By W. D. Milne Deputy

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